

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

**SHARPER IMPRESSIONS PAINTING CO.**

**Plaintiff,**

**v.**

**MICHAEL THIEDE, ET AL.,**

**Defendants.**

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**Case No. 2:21-CV-02245**

**Chief Judge Algenon L. Marbley**

**Magistrate Judge Chelsey M. Vascura**

**AGREED PRELIMINARY INJUNCTION**

Plaintiff Sharper Impressions Painting Co. (“Sharper Impressions” or “Plaintiff”) and Defendants Michael Thiede (“Thiede”), Kerry Lynn Thiede (“Kerry Thiede”), and Kerry’s Fine Painting LLC (“KFP”) (collectively “Defendants”) (Plaintiff and Defendants collectively the “Parties”), by and through counsel, hereby agree and stipulate to the entry of this Preliminary Injunction, which supersedes the Temporary Restraining Order issued by the Court on May 11, 2021, and submit their agreement to the Court for approval and entry.

**IT IS HEREBY STIPULATED AND AGREED and IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, PURSUANT TO FED. R. CIV. PROC. 65, as follows:**

1. Defendant Thiede, as well as those persons acting in active concert or participation with him, including, without limitation, Defendant Kerry’s Fine Painting, LLC (“KFP”) and Defendant Kerry Lynn Thiede (“Kerry Thiede”), shall not directly or indirectly violate the terms of Thiede’s Agreement with Sharper Impressions, by doing any of the following within a 50-mile radius of any office of Sharper Impressions:

a. directly or indirectly competing with Sharper Impressions;

- b. directly or indirectly owning or managing a residential or commercial painting business;
- c. providing services as an employee or independent contractor to a residential or commercial painting business;
- d. soliciting or encouraging Sharper Impressions' employees or contractors to work for or provide services to another residential or commercial painting business;
- e. directly or indirectly employing Sharper Impressions' employees or contractors in another residential or commercial painting business;
- f. soliciting or encouraging Sharper Impressions' customers or potential customers on behalf of any other person or entity for residential or commercial painting services;
- g. directly or indirectly providing painting services to Sharper Impressions' customers or potential customers through another residential or commercial painting business; or
- h. directly or indirectly accessing, disclosing, communicating, or otherwise using Sharper Impressions' property, trade secrets or confidential information, including but not limited to information contained on any SIM card and any and all other information of any kind concerning Sharper Impressions' business, customers, employees and subcontractors.

2. Defendants shall immediately return to Sharper Impressions through Sharper Impressions' counsel, all property of Sharper Impressions of any kind and any and all confidential and trade secret information and information of any kind concerning Sharper Impressions' business, customers, employees and subcontractors.

3. The Parties shall preserve all potentially relevant information, including electronically stored information, in their possession, custody or control, and may proceed to immediate discovery. Defendants agree to respond to Plaintiff's pending document requests no later than June 4, 2021, and to produce documents on a rolling basis in the interim.

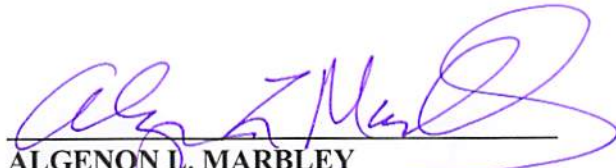
4. The previously-posted bond in the amount of \$500.00 is sufficient security, and no further security shall be required in connection with this preliminary injunction.

5. The Parties further stipulate that Defendants shall have an extension of time of 14 days, to July 1, 2021, to move or plead in response to Plaintiff's Complaint.

6. Nothing in this Order shall affect or be construed to affect the Parties' claims or defenses with respect to all other issues in this case, including but not limited to any defenses Defendants may have to Plaintiff's claims for damages and attorney's fees, and arguments the Parties may have regarding the appropriate duration of the non-competition covenants.

This Order shall remain in effect until Plaintiff's claims for permanent injunctive relief are resolved on their merits, or upon further Order from this Court.

IT IS SO ORDERED.

  
ALGENON L. MARBLEY  
CHIEF UNITED STATES DISTRICT JUDGE

Approved by:

For the Plaintiff:

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